

12705

2-12072/17




पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

X 543966

X
7.12.17
Q-1/263198

Certified that the document is admitted to registration. The signature sheet/sheets & the endorsement sheet/sheets attached with this document are the part of this document.


Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

07 DEC 2017

DEVELOPMENT AGREEMENT

1. Date: 7th December, 2017
2. Place: Kolkata
3. Parties
 - 3.1 Rupsa Bibi, wife of Sk Nasir, by nationality Indian, by faith Muslim, by occupation - Business, residing at Hatiara Paschimpara Post Office-Hatiara, Police Station- New Town, Kolkata- 700157 [PAN A]LPB0681L]. (Owner, includes successors- in-interest and/or assigns)

নম্বর : 4732

সন ও তারিখ : 21/10/17

ক্রেতার নাম : A. Dey Adv.

ঠিকানা : High Court, Calcutta

মূল্য : 10000

ভেডার : [Signature]
বারাশিফ কোর্ট

জেলা :

খরিদ তারিখ : 11 OCT 2017

মোট ট্যাক্স : RS600000

টেজারী :

ভেডার : শ্রী সন্তোষ বোস



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs
07 DEC 2017

And

- 3.2 **Ashiana Construction**, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AALFA5709K], represented by its Partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AIHPG6508N] and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN ADSPN1335N].
(Developer, includes successor-in-interest and assigns)

Owner and Developer individually Party and collectively Parties.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

- 4.1 **Development of Said Property:** Land measuring 5 (five) *cottah* 8 (eight) *chittak* 22.5 (twenty two point five) square feet, out of total 68 (sixty eight) decimal, comprised in R.S./L.R. *Dag* No. 686, recorded in L.R. *Khatian* No. 3210, *Mouza* Kalikapur, J.L. No. 40, Police Station Newtown (formerly Rajarhat) Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram *Panchayat* (PGP), District North 24 Parganas all morefully and collectively described in the 1st Schedule below (**Said Property**), by construction of a ready-to-use residential-commercial buildings on the Said Property (**Project**).

5. Representations, Warranties and Background

- 5.1 **Owner's Representations:** The Owner has represented and warranted to the Developer as follows:
- 5.1.1 **Ownership of Biswajit Biswas alias Biswajit Kumar Biswas:** By a registered Deed of Conveyance, dated 21st January, 2008, registered in the office of A.D.S.R. Bidhan Nagar (Salt Lake City) in Book No-I, CD Volume No. 1, Pages 15149 to 15161, Being No. 00840 for the year 2008 Kantaram Sardar sold conveyed and transferred (1) land measuring 3 (three) *cottah* 13 (thirteen) *chittak*, out of 43 (forty three) decimal, comprised in R.S./L.R. *Dag* No. 689 and (2) land measuring 5 (five)

cottah 1 (one) chittack, out of 22 (twenty two) decimal, comprised in R.S./L.R. Dag No. 690, recorded in L.R. Khatian No. 19 corresponding to L.R. Khatian 128, Mouza Kalikapur, J.L No. 40, Police Station Newtown (formerly Rajarhat) Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat (PGP), District North 24 Parganas AND Annapurna Sardar sold conveyed and transferred (1) land measuring 22 (twenty two) cottah 2 (two) chittak, out of 68 (sixty eight) decimal, comprised in R.S./L.R. Dag No. 686, recorded in L.R. Khatian No. 19, Mouza Kalikapur, J.L No. 40, Police Station Newtown (formerly Rajarhat) Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat (PGP), District North 24 Parganas to Biswajit Biswas alias Biswajit Kumar Biswas.

- 5.1.2 **Exchange of Land:** Thereafter by a registered Deed Of Exchange dated 24th April, 2015, registered in the office of A.D.S.R. Rajarhat, in Book No - I, CD Volume No. 9, Pages 10649 to 10660, Being No. 04960 for the year 2015, Biswajit Biswas has exchanged land measuring 1 (one) cottah 12 (twelve) chittak, comprised in R.S./L.R. Dag No. 690 with Kantaram Sardar and by this exchange he get land measuring 1 (one) cottah 12 (twelve) chittak, comprised in R.S./L.R. Dag No. 689 from Kantaram Sardar.
- 5.1.3 **Mutation:** Biswajit Biswas *alias* Biswajit Kumar Biswas has mutated his name in respect of his purchased and exchanged property, in the records of Land Reforms Settlement vide L. R. Khatian No. 1446.
- 5.1.4 **Absolute ownership of Biswajit Biswas alias Biswajit Kumar Biswas:** In the above mentioned circumstances, Biswajit Biswas *alias* Biswajit Kumar Biswas has become the undisputed owner of (1) land measuring 22 (twenty two) cottah 2 (two) chittak out of 68 (sixty eight) decimal, comprised in R.S./L.R. Dag No. 686 And (2) land measuring 5 (five) cottah 9 (nine) chittak, out of 43 (forty three) decimal, comprised in R.S./L.R. Dag No. 689 And (3) land measuring 3 (three) cottah 5 (five) chittak, out of 22 (twenty two) decimal, comprised in R.S./L.R. Dag No. 690, all are recorded under L R Khatian No. 1446, at Mouza Kalikapur, J.L. No. 40, Police Station Rajarhat, District North 24 Parganas, (collectively **Biswajit's Property**).
- 5.1.5 **Sale to Rupsa Bibi:** By a Deed of Conveyance dated 24th July, 2017, registered in the Office of Additional District Sub-Registrar Office Rajarhat, in Book No. I, Volume No. 1523-2017, at Pages 202872 to 202889, being Deed No. 152307108 for the year 2017, Biswajit Biswas *alias* Biswajit Kumar Biswas sold to Rupsa Bibi land measuring 05(five) cottah 8 (eight) chittack 22.5 (twenty two point five) square feet, comprised in R.S./L.R. Dag No. 686, at Mouza Kalikapur, J.L No. 40, Police Station New Town (formerly Rajarhat), District North 24 Parganas.

7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

8. Sanction and Construction

8.1 **Sanction of Building Plans:** The Developer (as the agent of the Owner but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, revalidation/ modification/alteration of the Building Plans, if required. In this regard it is clarified that (1) full potential of FAR of the Said Property shall be utilized for construction of the Project (2) the Developer shall obtain all sanctions, permissions, clearances and approvals needed for the Project (including final/modified sanction of the Building Plans and Occupancy Certificate) and (3) all costs and fees for sanctions/ revalidation/modification/alteration, permissions, clearances and approvals shall be borne and paid by the Developer.

8.2 **Architect and Consultants:** The Owner confirm that the Owner has authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owner shall have no liability or responsibility.

8.3 **Construction of New Building:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owner construct, erect and complete the Project on the Said Property comprising of a residential building and Common Portions (defined in Clause 8.5 below), in accordance with the sanctioned Building Plans.

8.4 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that subject to Circumstances Of Force Majeure (defined in Clause 24.1 below), the Developer shall complete the entire process of development of the Said Property and construct, erect and complete the New Building within a period of 36 (thirty six) months from the date of sanction building plan or from the date of handing over khas, vacant, peaceful and physical possession of the entirety of the Said Property by the Owner to the Developer, whichever is later (Completion Time).

8.5 **Common Portions:** The Developer shall at its own costs install and erect in the Project common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, overhead water tank, water pump and motor, water


connection, drainage connection, sewerage connection as per the sanctioned Building Plans and other facilities required for establishment, enjoyment and management of the Project (collectively Common Portions). For permanent electric connection to the flats and other spaces in the New Building (Flats), the intending purchasers (collectively Transferees) shall pay the deposits demanded by WBSEDCL and other agencies and the Owner shall also pay the same for the Flats in the Owner's Allocation (defined in Clause 11.1 below). It is clarified that the expression Transferees includes the Owner and the Developer, to the extent of unsold or retained Flats in the New Building. The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the integrating/adding (notionally or actually) other contiguous lands to the Said Property and the Owner hereby accept the same and shall not, under any circumstances, raise any objection or hindrance thereto.

- 8.6 **Building Materials:** The Developer shall be authorized in the name of the Owner to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and required for the construction of the New Building but under no circumstances the Owner shall be responsible for the price/value, storage and quality of the building materials.
- 8.7 **Temporary Connections:** The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.
- 8.8 **Co-operation by Owner:** The Owner shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owner shall provide all co-operations that may be necessary for successful completion of the Project.
9. **Possession and Alternative Accommodation**
- 9.1 **Vacating by Owner:** Simultaneously herewith, the Owner has handed over khas, vacant, peaceful and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project.

10. Powers and Authorities

- 10.1 **Power of Attorney:** The Owner shall grant to the Developer and/or its assigns, nominees, legal representatives a Power of Attorney empowering them to (1) mortgage the Said Property for the purpose of obtaining housing loan, (2) sanction/revalidate/modify/alter the Building Plans by the Planning Authorities, (3) obtain all necessary permissions from different authorities in connection with construction of the Project and for doing all things needful for development of the Said Property by construction of new residential building/s (4) sale of the constructed area of new residential building/s, (5) construction of the Project and (6) booking and sale of the Developer's Allocation (defined in Clause 12.1 below).
- 10.2 **Amalgamation and Extension of Project:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertake that the Owner shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to amalgamate the Said Property with the adjoining plots for extension of the Project and use of Common Portions.
- 10.3 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertake that the Owner shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

11. Owner's Allocation

- 11.1 **Owner's Allocation:** The Owner shall be entitled to (1) 25% (twenty five percent) share of the sanctioned FAR (as per the Building Plans) against the Said Property in the New Building. The Parties have agreed that the Developer shall allot respective allocations to the Owner of the New Building (the details of such demarcation shall be recorded in a separate instrument) and in the event full allotment is not made out then the balance area of allotment shall be adjusted against monetary consideration (2) undivided 25% (twenty five percent) share, against the sanctioned FAR of the Said Property as per the sanctioned Building Plans, in the roof of the New Building including the area for access to Common Portions (collectively Owner's Allocation). It is clarified that the Owner's Allocation shall include undivided, impartible and indivisible 25% (twenty five percent) share against the Said Property in (1) the Common Portions of the New Building and (2) the land contained in the Said Property. It is further clarified that the Possession Letter/s shall be issued by the Developer to the Owner at the time of handing over possession of the Owner's
- 

- 17.3 **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.
- 17.4 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Building with the help of the Architect, professional bodies, contractors, etc.
- 17.5 **Specifications:** The Developer shall construct the New Building as per the specifications given the 2nd Schedule below (Specifications).
- 17.6 **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owner having no responsibility in respect thereof in any manner whatsoever.
- 17.7 **Construction at Developer's Cost and Responsibility and Warranty:** The Developer shall construct the New Building at its own cost and responsibility and shall be responsible for construction defects for a period of 1 (one) year from the date of completion, in accordance with the Promoters Act. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and shall alone be liable for any loss or for any claim arising from such construction (including labour liabilities and workmen's compensation) and shall indemnify the Owner against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 17.8 **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, service tax, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.
- 17.9 **Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project, including those from the Promoters Cell. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.

19. Indemnity

- 19.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Building and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.
- 19.2 **By the Owner:** The Owner hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owner being incorrect.

20. Corporate Warranties

- 20.1 **By Developer:** The Developer warrants to the Owner that:
- 20.1.1 **Proper Incorporation:** it is properly incorporated under the laws of India.
- 20.1.2 **Necessary Licenses etc.:** it has all necessary rights, licenses, permissions, powers and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is and shall not be in breach of any obligations or duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.
- 20.1.3 **Permitted by Memorandum and Articles of Association:** the Memorandum and Articles of Association permit the Developer to undertake the activities covered by this Agreement.

21. Limitation of Liability

- 21.1 **No Indirect Loss:** Notwithstanding anything to the contrary herein, neither the Developer nor the Owner shall be liable in any circumstances whatsoever to each other for any indirect or consequential loss suffered or incurred.

- 32.2 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.
- 32.3 **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- 32.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 32.5 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 32.6 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 32.7 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.
- 32.8 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

1st Schedule

(Said Property)

[Subject Matter of Development Agreement]

Land measuring 5 (five) *cottah* 8 (eight) *chittak* 22.5 (twenty two point five) square feet, out of total 68 (sixty eight) decimal, comprised in R.S. /L.R. *Dag* No. 686, recorded in L.R. *Khatian* No. 3210, *Mouza* Kalikapur, J.L. No. 40, Police Station Newtown (formerly Rajarhat) Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram *Panchayat* (PGP), District North 24 Parganas and butted and bounded as follows:

On the North	:	By RS/LR <i>Dag</i> No. 682, 691
On the East	:	By RS/LR <i>Dag</i> No. 690, 689
On the South	:	By RS/LR <i>Dag</i> No. 686
On the West	:	By RS/LR <i>Dag</i> No. 682, 683

32. Execution and Delivery

32.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

RUPSA BIBI

(Rupsa Bibi)
[Owner]

ASHIANA CONSTRUCTION
S. K. S. K.
Sh. N. S. K.
Partner

(Ashiana Construction)
[Developer]

Witnesses:

Signature Subrata Debnath

Name SUBRATA DEBNATH

Father's Name Samir Debnath

Address T-68, Teghoria Main
Road, Kol-700157

Signature Minku Paul

Name Minku Paul

Father's Name S. C. Paul

Address Teghoria Main Rd
Kol-700157

Ayusman Dey.

Ayusman Dey
Advocate
High Court Calcutta
Enrolment No. F/946/763/2012

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2018, Page from 220 to 254

being No 152312092 for the year 2017.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2018.01.02 12:34:32 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 01/02/2018 12:34:18 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)